

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

PET

Scott A. Flinders (6975)
HUTCHISON & STEFFEN, LLC
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
Telephone: 702-385-2500
Facsimile: 702-385-2086
sflinders@hutchlegal.com

*Attorney for Defendant
American Family Insurance Company*

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ROBERT MARQUEZ,

Plaintiff,

vs.

AMERICAN FAMILY MUTUAL
INSURANCE COMPANY, a Wisconsin
Insurance Corporation,

Defendant.

CASE NO.:
DEPT NO:

PETITION FOR REMOVAL

TO: THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

Defendant AMERICAN FAMILY MUTUAL INSURANCE COMPANY petitions for

removal on the following grounds:

1. AMERICAN FAMILY MUTUAL INSURANCE COMPANY is a defendant in a civil action commenced on November 7, 2016, and now pending in the Eighth Judicial District Court of the County of Clark, Nevada, entitled Robert Marquez v. American Family Insurance Company, Case No. A746332.

2. True copies of the Summons and Complaint are attached hereto and made a part hereof as exhibit A.

1 3. The date upon which AMERICAN FAMILY MUTUAL INSURANCE
2 COMPANY was served with a copy of the Summons and Complaint was on November 14, 2016,
3 when the Nevada Department of Business and Industry, Division of Insurance received a copy of
4 the Summons and Complaint on behalf of AMERICAN FAMILY INSURANCE COMPANY.
5 This Petition is timely filed within the thirty (30) day period for removal of this action to this Court
6 as required by 28 U.S.C. § 1446(b).
7

8 4. Plaintiff Robert Marquez is a resident of Clark County, Nevada.
9

10 5. Defendant AMERICAN FAMILY MUTUAL INSURANCE COMPANY is a
11 company organized and existing under the laws of the State of Wisconsin.

12 6. Complete diversity of citizenship exists between the parties to this action and the
13 amount in controversy is greater than \$75,000. As set forth in Plaintiff's Complaint, this is an
14 action for Breach of Contract, Breach of the Covenant of Good Faith and Fair Dealing and Bad
15 Faith. Consequently, Plaintiff is seeking punitive damages. The amount in controversy is in excess
16 of \$75,000.00, as demonstrated by the Complaint. This Court has jurisdiction over this action
17 under 28 U.S.C. § 1332, 28 U.S.C. § 1441(a), and 28 U.S.C. § 1446(a) and (b).
18

19 7. Venue lies in the Southern Division of this Court under 28 U.S.C. §§ 1441(a),
20 1446(a) and Local Rule IA 8-1(a). This action was originally brought in the Eighth Judicial District
21 Court for the State of Nevada, Clark County, and the events alleged in the Complaint occurred in
22 Clark County, Nevada.
23

24 8. AMERICAN FAMILY MUTUAL INSURANCE COMPANY certifies that the
25 Notice of Removal and a copy of this Petition have been filed with the Clerk of the District Court
26 of the County of Clark, Nevada, where the action was commenced.
27
28

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LAS VEGAS, NV 89145

1 WHEREFORE, AMERICAN FAMILY INSURANCE COMPANY requests that this action
2 be removed from the District Court of Clark County, Nevada, to this Court.

3 DATED this 14 day of December, 2016.

4 HUTCHISON & STEFFEN, LLC

5
6 
7 _____
8 Scott A. Flinders (6975)
9 Peccole Professional Park
10 10080 West Alta Drive, Suite 200
11 Las Vegas, Nevada 89145
12 Telephone: 702-385-2500
13 Facsimile: 702-385-2086
14 sflinders@hutchlegal.com

15 *Attorneys for Defendant*
16
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EXHIBIT A

BRIAN SANDOVAL
Governor

STATE OF NEVADA

BRUCE H. BRESLOW
Director

BARBARA D. RICHARDSON
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

1818 East College Pkwy., Suite 103
Carson City, Nevada 89706
(775) 687-0700 • Fax (775) 687-0787
Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

November 16, 2016

American Family Mutual Insurance Company
c/o CSC Services of Nevada, Inc.
2215 Renaissance Drive, Suite B
Las Vegas, NV 89119-6727

RE: Robert Marquez vs. American Family Mutual Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-16-746332-C; Dept. No. XXVI

Dear Sir or Madam:

Enclosed please find the following documents: Summons, District Court Civil Cover Sheet, and Complaint. These documents have been served upon the Commissioner of Insurance as your attorney for service of process on November 14, 2016.

The appropriate action should be taken immediately, as you may only have 30 days from the date of this service to respond.

Please advise if you have any questions regarding this service.

Sincerely,

BARBARA D. RICHARDSON
Commissioner of Insurance

By:

A handwritten signature in cursive script, appearing to read "Felecia Casci", written over a horizontal line.

FELECIA CASCI
Service of Process Clerk

Enclosures

c: Scott E. Lundy, Esq.

PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons, District Court Civil Cover Sheet, and Complaint upon the following defendant in the within matter, by mailing true and correct copies thereof, via certified mail, return receipt requested, to the following:

American Family Mutual Insurance Company
c/o CSC Services of Nevada, Inc.
2215 Renaissance Drive, Suite B
Las Vegas, NV 89119-6727
CERTIFIED MAIL NO. 7015 1660 0000 1901 8045
RETURN RECEIPT TRACKING NO. 9590 9402 2132 6132 9535 66

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 16th day of November, 2016.

Felecia Casci

FELECIA CASCI

Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Robert Marquez vs. American Family Mutual Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-16-746332-C; Dept. No. XXVI



State of Nevada, Division of Insurance
The document on which this certificate
is stamped is a full, true and correct
copy of the original

Date: 11/16/16

By: Felecia Casci

BRIAN SANDOVAL
Governor

STATE OF NEVADA

BRUCE H. BRESLOW
Director

BARBARA D. RICHARDSON
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

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Carson City, Nevada 89706
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Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

November 16, 2016

Scott E. Lundy, Esq.
Law Offices of Steven J. Parsons
10091 Park Run Drive, Suite 200
Las Vegas, NV 89145-8868

RE: Robert Marquez vs. American Family Mutual Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-16-746332-C; Dept. No. XXVI

Dear Mr. Lundy:

The Nevada Division of Insurance ("Division") received the service of process documents on November 14, 2016 regarding the above-entitled matter. Service has been completed on American Family Mutual Insurance Company this date and enclosed are the following:

1. A copy of the Division's letter to American Family Mutual Insurance Company, dated November 16, 2016.
2. A certified copy of the Proof of Service dated November 16, 2016.
3. A copy of the paid invoice in the amount of \$30.00.

Pursuant to *Nevada Revised Statutes* 680A.260, 685A.200, and 685B.050, all documents after initial service of process may be served directly to the party.

Please advise if you have any questions regarding this service.

Sincerely,

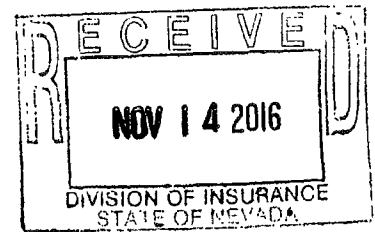
BARBARA D. RICHARDSON
Commissioner of Insurance

By:

A handwritten signature in cursive script, appearing to read "Felecia Casci".
FELECIA CASCI
Service of Process Clerk

Enclosures

c: American Family Mutual Insurance Company



SUMM

Scott E. Lundy
Nevada Bar No. 14235
LAW OFFICES OF STEVEN J. PARSONS
10091 Park Run Dr Ste 200
Las Vegas, NV 89145-8868
(702) 384-9900
(702) 384-5900 – fax
Scott@SJPlawyer.com

Attorneys for Plaintiff
ROBERT MARQUEZ

DISTRICT COURT

CLARK COUNTY, NEVADA

ROBERT MARQUEZ, an individual,

Case No.: **A-16-746332-C**

Plaintiff,

Dept. No.: **XXVI**

vs.

SUMMONS

**AMERICAN FAMILY MUTUAL INSURANCE
COMPANY**, a Wisconsin corporation,

Defendant.

NOTICE! YOU HAVE BEEN SUED.

THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU
RESPOND WITHIN TWENTY (20) DAYS. READ THE INFORMATION BELOW.

TO DEFENDANT:

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, a Wisconsin corporation,

A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the

Complaint.

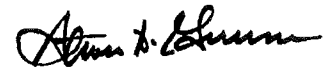
1. If you intend to defend this lawsuit, within twenty (20) days after this Summons
is served on you, exclusive of the day of service, you must do the following:

a. File with the Clerk of this Court, whose address is shown below, a formal
written response to the Complaint in accordance with the rules of the Court.

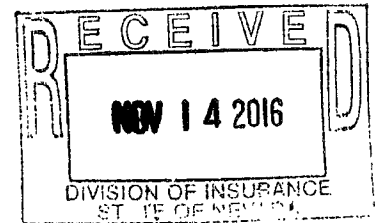
b. Serve a copy of your response upon the attorney whose name and
address is shown below.



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11/07/2016 04:48:22 PM



CLERK OF THE COURT



1 COMJD
Steven J. Parsons
2 Nevada Bar No. 363
Joseph N. Mott
3 Nevada Bar No. 12455
Scott E. Lundy
4 Nevada Bar No. 14235
LAW OFFICES OF STEVEN J. PARSONS
5 10091 Park Run Drive Ste 200
Las Vegas, NV 89145-8868
6 (702) 384-9900
(702) 384-5900 – (fax)
7 Steve@SJPlawyer.com
Joey@SJPlawyer.com
8 Scott@SJPlawyer.com

9 Attorneys for Plaintiff
ROBERT MARQUEZ

DISTRICT COURT

CLARK COUNTY, NEVADA

12 ROBERT MARQUEZ, an individual,

Case No. A – 1 6 – 7 4 6 3 3 2 – C

13 Plaintiff,

Dept. No.: X X V I

14 vs.

COMPLAINT

15 AMERICAN FAMILY MUTUAL INSURANCE
COMPANY, a Wisconsin corporation,

JURY DEMAND

16 Defendant.

EXEMPT FROM ARBITRATION
(NAR 3(A) - Declaratory Relief;
NAR 3(A) - Value Exceeds \$50,000)

- 17 _____/
18 1. Declaratory Relief;
19 2. Breach of Contract;
20 3. Tortious Breach of the Duty of Good Faith and Fair Dealing; and
4. Breach of Statutory Duties (Nev. Rev. Stat. §686A.310)

21 Plaintiff ROBERT MARQUEZ, an individual, by his attorneys, Steven J. Parsons, Joseph
22 N. Mott, and Scott E. Lundy, of LAW OFFICES OF STEVEN J. PARSONS, complains of Defendant
23 AMERICAN FAMILY MUTUAL INSURANCE COMPANY, a Wisconsin corporation, and as causes
24 of action against Defendant, alleges and sets forth his complaint as follows:

25 THE PARTIES, JURISDICTION, VENUE, AND INTRODUCTION

26 1. Plaintiff ROBERT MARQUEZ, an individual (hereinafter referred to simply as
27 "Plaintiff" or "Marquez"), was at the times relevant hereto a resident of Las Vegas, Clark



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1 County, Nevada.

2 2. Defendant AMERICAN FAMILY MUTUAL INSURANCE COMPANY (hereinafter
3 referred to simply as "Defendant" or "American Family") was at all relevant times a Wisconsin
4 corporation, authorized, licensed, and doing business in Nevada as an insurance carrier
5 admitted to do business in Nevada, including offering insurance products for sale, such as the
6 policy of insurance sold by American Family to Marquez, for the benefit of Marquez, as more
7 fully set forth, below.

8 3. Marquez's Complaint states a controversy over which this Honorable Court has
9 jurisdiction and venue is properly in this Court as Defendant does extensive business within
10 Clark County, Nevada; Marquez was a resident of Clark County, Nevada; the relevant policy
11 of insurance covered Marquez as a permissive user of the motor vehicle in Clark County,
12 Nevada; the relevant policy of insurance was written to insure, *inter alia*, against loss to
13 Marquez in Clark County, Nevada; the loss, injuries, and damage incurred by Marquez that
14 underlies the claim against American Family while Marquez was driving in Clark County,
15 Nevada; and benefits due from the policy of insurance and damages claimed by Marquez were
16 due and payable in Clark County, Nevada.

17 4. The matter in controversy exceeds, exclusive of interest and costs, the minimum
18 jurisdictional amount of the Court, of an amount in excess of \$10,000.00, subject to proof
19 at trial.

20 **FACTS OF THE DISPUTE**

21 5. American Family issued an insurance policy, policy number 1647-6378-02-96-
22 FPPA-NV (the "Policy"), which included auto liability coverage, auto medical payments
23 coverage, and State-specific uninsured/underinsured motorist coverage to Marquez. The State
24 specific uninsured/underinsured motorist coverage is subject to a limit of One hundred
25 thousand dollars (\$100,000.00) for the purposes of this claim. The Policy was purchased to
26 insure against, *inter alia*, losses due to bodily injuries with the use of a motor vehicle, like
27 those suffered by Marquez as more fully described, below. A copy of the Policy is attached



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1 hereto and incorporated herein as if set forth fully, by reference as Exhibit "1."

2 6. Marquez was American Family's insured, as set forth within Nev. Rev. Stat.
3 §686A.310, and otherwise. As its insured, American Family owed Marquez the highest of
4 duties in considering his claims for State-specific uninsured/underinsured motorist coverage
5 for Marquez's catastrophic personal injuries, which he sustained in a motor vehicle incident,
6 as set forth more fully, below. American Family was obligated within the Policy and Nevada
7 law to consider the interests of its insured – Marquez – at least equal with its own interests.

8 7. On or about May 22, 2013, Marquez was operating a Cox Communications
9 ("Cox")-owned motor vehicle, which had been earlier assigned by Cox to Marquez, as a Cox
10 employee, for his use in conducting business for Cox. At the time, the subject motor vehicle
11 was owned and maintained by Cox for Marquez's use, with Cox's permission.

12 8. On May 22, 2013, Marquez was traveling eastbound on Bonanza Road, a public
13 road within Clark County, Nevada. The adverse driver, Juliana Marie Martin-Dariano ("Martin-
14 Dariano"), was operating her motor vehicle in the vicinity of Marquez's vehicle, behind Marquez
15 in the ongoing traffic.

16 9. Martin-Dariano negligently and carelessly operated her motor vehicle so as to
17 cause it to strike into Marquez's motor vehicle, causing Marquez severe and permanent bodily
18 injuries in this motor vehicle incident.

19 10. Ultimately, Marquez's prior lawyers and the insurer for Martin-Dariano settled
20 for Fifteen thousand dollars (\$15,000.00), which represented Martin-Dariano's applicable
21 policy limits.

22 11. Marquez also recovered Eighty-four thousand three hundred ten dollars and
23 eighty cents (\$84,310.80) in workers' compensation benefits.

24 12. Marquez was left with an underinsured motorist ("UIM") claim for the additional
25 damages he incurred, for which he was not adequately, let alone fully compensated by all
26 other sources of indemnity.

27 13. Marquez had and still has a reasonable expectation that the Policy provided UIM



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1 coverage and indemnity for injuries he suffered in the motor vehicle collision described above,
2 as herein alleged.

3 14. On August 7, 2015, Marquez presented a UIM claim demand letter to American
4 Family to receive benefits due him, and to be compensated for injuries and damages he
5 suffered and sustained as a consequence of the motor vehicle incident, for which he had not
6 been compensated.

7 15. On or about March 11, 2016, without conducting a full and proper investigation,
8 American Family refused to make a claims decision on the benefits due Marquez, and instead,
9 American Family attempted to negotiate and "settle" Marquez's claim, in part, concluding that
10 Marquez was not eligible to be reimbursed in full.

11 16. On August 2, 2016, Marquez's undersigned counsel contacted American Family
12 and requested the Company's claims decision regarding Marquez's claim for benefits within
13 the Policy.

14 17. On or about August 17, 2016, again without conducting a proper investigation,
15 American Family again refused to make a claims decision on Marquez's claim, and instead
16 reiterated its improvident position of a "negotiated" result and that it was willing to settle the
17 case and all of Marquez's claims – in whole – for only \$75,000.00, well below the amount in
18 damages Marquez has suffered, and below the applicable limits of coverage within the Policy.

19 18. American Family wrongfully failed to tender any payment to Marquez as benefits
20 due him within the Policy's UIM coverage.

21 19. As a first-party insured within the Policy, a contract between Marquez and
22 American Family, Marquez is not required negotiate for or "settle" his claims for coverage.
23 Instead, American Family has the duty and obligation to timely and fairly consider Marquez's
24 claims and simply pay him benefits to which he is entitled, when they are due upon Marquez's
25 claim for benefits.

26 20. Had American Family complied with the Policy and the law of Nevada and
27 properly and timely investigated or fairly considered Marquez's claim for benefits, it would have

1 learned, *inter alia*, that Marquez's damages well exceeded the amount offered by American
2 Family in its demand to negotiate and settle and for which "offer" American Family improperly
3 imposed requirements that Marquez compromise and settle his other claims and waive his
4 other good and valuable rights within the Policy and within Nevada law.

5 21. Based on American Family's limited, self-serving investigation, and in breaching
6 its obligations to its insured within the Policy and Nevada law, and in American Family
7 wrongfully withholding good and valuable benefits due him, Marquez was forced to retain
8 counsel and prepare and file the instant Complaint in order to receive valuable benefits due
9 to him within the Policy.

10 **FIRST CLAIM FOR RELIEF**

11 **(Declaratory Relief)**

12 22. Plaintiff incorporates by reference the balance of the Complaint as though set
13 forth fully in this claim for relief.

14 23. An actual controversy exists between Marquez on the one hand and American
15 Family on the other hand, arising out of the events alleged herein.

16 24. Specifically, Marquez contends American Family has no legal basis for refusing
17 to fully pay the benefits due Marquez in accordance with the terms of the Policy and within
18 Nevada law.

19 25. Marquez is informed and believes and based thereon alleges that American
20 Family disputes his contentions.

21 26. Marquez seeks a declaration from this Court with respect to said controversies,
22 and a judicial determination of the rights and responsibilities of the parties and of all
23 appropriate remedies available to them.

24 **SECOND CLAIM FOR RELIEF**

25 **(Breach of Contract)**

26 27. Plaintiff incorporates by reference the balance of the Complaint as though set
27 forth fully in this claim for relief.



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- 1 c. Bad faith failure to adopt and implement reasonable standards for the
2 prompt investigation and processing of claims arising under insurance policies;
- 3 d. Bad faith failure to affirm or deny coverage of claims within a reasonable
4 time after proof of loss requirements have been completed and submitted by the insured;
- 5 e. Not attempting in good faith to effectuate a prompt, fair, and equitable
6 resolution of Marquez's claim at a time when liability was reasonably clear;
- 7 f. Maintaining and enforcing a practice of forcing claimants such as
8 Marquez to initiate litigation in order to enforce rights owed under American Family's policies;
- 9 g. In bad faith, failing to provide a reasonable explanation of the basis relied
10 upon in the Policy, in relation to the applicable facts and laws, for its refusal to pay fully the
11 benefits due under the Policy;
- 12 h. In bad faith, not tendering benefits due Marquez within the Policy,
13 requiring as a precondition of payment of those valuable benefits that Marquez waive other
14 good and valuable rights, rather than simply pay benefits due Marquez within the Policy,
15 thereby holding hostage his UIM benefits in imposing and requiring other conditions of
16 "settlement" not provided for in the Policy and at law.
- 17 34. Marquez is informed and believes and thereon alleges that American Family
18 breached its duty of good faith and fair dealing owed to Marquez by other acts or omissions
19 of which Marquez is presently unaware. Marquez will seek leave of the court to amend this
20 Complaint at such times as it discovers the other acts or omissions of American Family
21 constituting such breach and to name such additional Defendants as may be identified during
22 discovery.
- 23 35. As a proximate result of the wrongful conduct of American Family, Marquez
24 suffered, and will continue to suffer in the future, damages within the Policy, plus interest, for
25 a total amount to be shown at the time of trial, in excess of Ten thousand dollars
26 (\$10,000.00).
- 27 36. As a further proximate result of a wrongful conduct of American Family and the

1 wrongful denial of Marquez's claims, Marquez was compelled to retain legal counsel to obtain
2 benefits due within the Policy. American Family is liable to Marquez for attorney's fees and
3 costs reasonably necessary and incurred by Marquez to enforce the terms of the Policy, in a
4 sum to be determined at the time of trial.

5 37. American Family's conduct described herein was intended to cause injury to
6 Marquez, and was despicable conduct carried on by American Family with a willful and
7 conscious disregard of Marquez's rights, subjected Marquez to cruel and unjust hardship in
8 conscious disregard of his rights and was an intentional misrepresentation, deceit, or
9 concealment of material facts known to American Family with the intention, implied or in fact,
10 to deprive Marquez of property, legal rights, or to otherwise oppress and/or cause personal
11 injury, such as to constitute malice, oppression, or fraud within Nev. Rev. Stat. §42.005,
12 entitling Marquez to punitive and/or exemplary damages in an amount appropriate to punish
13 and/or set an example American Family.

14 **FOURTH CLAIM FOR RELIEF**

15 **(Breach of Statutory Duties (Nev. Rev. Stat. §686A.310))**

16 38. Plaintiff incorporates by reference the balance of the Complaint as though set
17 forth fully in this claim for relief.

18 39. As an entity engaged in the business of insurance in Nevada, American Family
19 is, and at all relevant times was, an entity regulated by Nevada law as set forth within Nev.
20 Rev. Stat. §686A.

21 40. As an insured within the Policy, Marquez was an individual protected by Nev.
22 Rev. Stat. §686A.310, from which law Marquez derives a private cause of action against
23 American Family.

24 41. By the acts and omissions as alleged herein, American Family has violated its
25 duties set forth in Nev. Rev. Stat. §686A.310, in the following particulars:

26 a. Misrepresenting to Marquez pertinent facts or insurance policy provisions
27 relating to the coverage at issue;



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- 1 b. Failing to acknowledge and act reasonably promptly upon
2 communications with respect to claims arising under the Policy;
- 3 c. Failing to adopt and implement reasonable standards for the prompt
4 investigation and processing of claims arising under insurance policies;
- 5 d. Failing to affirm or deny coverage of claims within a reasonable time after
6 proof of loss requirements have been completed and submitted by the insured;
- 7 e. Failing to effectuate prompt, fair and equitable settlements of claims in
8 which liability of the insurer has become reasonably clear;
- 9 f. Compelling insureds to litigate to recover benefits due under Policies;
- 10 g. Failing to provide promptly to an insured a reasonable explanation of the
11 basis in the insurance policy, with respect to the facts of the insured's claim and the
12 applicable Nevada law, for the denial of the claim or for an offer to settle or compromise the
13 claim; and
- 14 h. In bad faith, not tendering benefits due Marquez within the Policy,
15 instead, requiring as a precondition of payment that Marquez waive other good and valuable
16 rights, rather than simply pay benefits due Marquez within the Policy, thereby holding hostage
17 his benefits in imposing and requiring other conditions of "settlement" not provided for in the
18 Policy and at law.

19 42. As a further proximate result of the wrongful conduct of American Family and its
20 wrongful denial of Marquez's claims, Marquez was compelled to retain legal counsel to obtain
21 the valuable benefits due him within the Policy. American Family is liable to Marquez for
22 attorney's fees and costs reasonably necessary and incurred by Marquez to enforce the terms
23 of the Policy, in a sum to be determined at the time of trial.

24 43. American Family's conduct described herein was intended to cause injury to
25 Marquez, and was despicable conduct carried on by American Family with a willful and
26 conscious disregard of Marquez's rights, subjected Marquez to cruel and unjust hardship in
27 conscious disregard of his rights and was an intentional misrepresentation, deceit, or

1 concealment of material facts known to American Family with the intention, implied or in fact,
2 to deprive Marquez of property, legal rights, or to otherwise oppress and/or cause personal
3 injury, such as to constitute malice, oppression, or fraud within Nev. Rev. Stat. §42.005,
4 entitling Marquez to punitive and/or exemplary damages in an amount appropriate to punish
5 and/or set an example of American Family.

6 **WHEREFORE**, Plaintiff **ROBERT MARQUEZ**, prays for judgment against Defendant
7 **AMERICAN FAMILY MUTUAL INSURANCE COMPANY**, as follows:

8 1. For a declaration and Order that American Family's refusal to make a claims
9 decision and pay benefits due Marquez under the insurance contract is unlawful, and that such
10 declarations and Order set forth the duties and rights of the parties (First Claim for Relief);

11 2. Damages as provided for as benefits due from the Policy, including, but not
12 limited to, damages for loss of personal property; consequential and compensatory damages
13 that have foreseeably resulted therefrom, including damages of personal injury, and damages
14 for American Family's failure to timely honor the terms of the Policy and other consequential
15 damages; plus, all interest as provided by law, including prejudgment and statutory interest,
16 in sums to be determined at trial (Second and Third Claims for Relief);

17 3. Consequential and compensatory damages that have foreseeably resulted from
18 the conduct and actions of American Family, in accord with proof adduced at the time of trial,
19 along with punitive and/or exemplary damages pursuant to Nev. Rev. Stat. §42.005 in an
20 amount appropriate to punish and/or set an example of American Family (Third and Fourth
21 Claims for Relief);

22 4. Attorney's fees reasonably incurred to enforce Marquez's rights within the Policy
23 and at law, in a sum to be determined at the time of trial pursuant to applicable law, including
24 Nev. Rev. Stat. §§18.010 and 689A.410;

25 5. For costs of suit incurred herein; and

26 6. For such other further relief as the Court may deem appropriate.

27 **JURY DEMAND**



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Las Vegas, Nevada 89145-8868
(702)384-9900; fax (702)384-5900
Info@SJPLawyer.com

1 Plaintiff, **ROBERT MARQUEZ**, by his attorneys, Steven J. Parsons, Joseph N. Mott, and
2 Scott E. Lundy, of LAW OFFICES OF STEVEN J. PARSONS, hereby demands a jury trial as provided
3 by the U.S. Constitution, the Nevada Constitution, Nev. R. Civ. P., Rule 38(a), or as otherwise
4 may be provided for by law.

5 Dated: Monday, November 7, 2016.

6 LAW OFFICES OF STEVEN J. PARSONS

7 Steven J. Parsons
8 STEVEN J. PARSONS
Nevada Bar No. 363

9 Attorneys for Plaintiff
10 **ROBERT MARQUEZ**

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Las Vegas, Nevada 89145-8868
(702)384-9900; fax (702)384-5900
info@SJPLawyer.com

EXHIBIT “1”

EXHIBIT “1”

CCD15011430790M1503D

AFFIDAVIT

STATE OF MINNESOTA)
)
 COUNTY OF HENNEPIN) SS


Shari L. Bonneau, being first duly sworn, on oath deposes and states that she is Services Manager for American Family Mutual Insurance Company and in such capacity has direct access to the policy records (including computer records) of said Company.

That policy information regarding Policy 1647-6378-02-96-FPPA-NV, issued to MARQUEZ, ROBERT B, is contained and preserved on such records. Based upon such records affiant certifies that said policy was in force on MAY 22, 2013.

The attached is a true reproduction of the content of the whole of said policy setting forth the coverages and limits of liability in effect on the above mentioned date.


Said policy is subject to the Declarations, Insuring Agreements, Terms, Conditions, Limitations, Exclusions, and applicable Endorsements.

That this affiant is experienced in the analysis of such records of said Company and certifies the accuracy of the foregoing policy information.

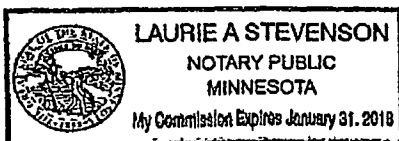

 Shari L. Bonneau

Subscribed and sworn to before me this

15 day of January 2015


 Notary Public, State of Minnesota

My commission expires: _____



DECLARATIONS
FAMILY CAR POLICY

NON-ASSESSABLE POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY
A MEMBER OF THE AMERICAN FAMILY INSURANCE GROUP MADISON, WI.

PLEASE READ YOUR POLICY

POLICY NUMBER 1647-6378-02-96-FPPA-NV

LIENHOLDER - SEE BACK SIDE

POLICYHOLDER/NAMED INSURED

MARQUEZ, ROBERT B
739 WIND RIVER DR
LAS VEGAS, NV 89110 3743

EFFECTIVE
FROM 05-19-2013 TO 11-19-2013
ACCT 010-895-511-58

2007 CHEVROLET

MALIBU LT

VIN 1G1ZT58F77F116476

VEHICLE SYMBOL 22

CLASS CITY 7B

TERRITORY 17 TIER 1 DEMERIT POINTS 0

COVERAGES AND LIMITS PROVIDED

BODILY INJURY LIABILITY			
\$100,000	EACH PERSON	\$300,000	EACH OCCURRENCE
PROPERTY DAMAGE LIABILITY		\$100,000	EACH OCCURRENCE

COMPREHENSIVE \$500 DEDUCTIBLE

COLLISION \$500 DEDUCTIBLE

ADDITIONAL ENDORSEMENTS THAT APPLY TO YOUR POLICY:

END 110 RENTAL REIMBURSEMENT - \$30 DAILY LIMIT, \$750 MAXIMUM
END 300 NV CHANGES
END 10 SPECIAL PROVISION FOR AFMIC POLICYHOLDERS
END 45 CANCELLATION AND NON-RENEWAL
END 50 ACCIDENTAL DEATH & SPECIFIC DISMEMBERMENT COV
\$10,000 EACH PERSON
END 53 UNINSURED MOTORIST - BODILY INJURY ONLY
\$100,000 EACH PERSON \$300,000 EACH ACCIDENT
END 55 UNDERINSURED MOTORIST - BODILY INJURY ONLY
\$100,000 EACH PERSON \$300,000 EACH ACCIDENT
END 83 MEDICAL EXPENSE \$5,000 EACH PERSON
END 90 EMERGENCY ROAD SERVICE COVERAGE

MULTIPLE VEHICLE AND AIR BAG DISCOUNTS HAVE BEEN APPLIED
GOOD DRIVER DISCOUNT PLUS HAS BEEN APPLIED
AUTO & HOME DISCOUNT HAS BEEN APPLIED
50+ PREMIUM PLAN DISCOUNT HAS BEEN APPLIED

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If this declaration is accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

AUTHORIZED
REPRESENTATIVE

Donald R. Schultz
President

John E. Smith
Secretary

AGENT 027-607 PHONE (702) 434-6749

MATEO THALHEIMER AGENCY, INC
3530 E FLAMINGO RD STE 105
LAS VEGAS, NV 89121-5091

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LIENHOLDER(S)

DRIVETIME
PO BOX 2997
PHOENIX

AZ 85062 2997

CCD15011430790M1506D



Family Car Policy



American Family Mutual Insurance Company and its Subsidiaries
6000 American Parkway
Madison, WI 53783-0001
1-800-MYAMFAM (1-800-692-6326)
www.amfam.com

U-5 Ed 605

Stock No 25138 Rev. 11/11



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FAMILY CAR POLICY

This policy is a legal contract between you (the policyholder) and the company. The following Quick Reference is only a brief outline of some important features in your policy and is not the insurance contract. The policy details the rights and duties of you and your insurance company. Read your policy carefully.

YOUR FAMILY CAR POLICY QUICK REFERENCE

Your Name and Address
 Your Car or Trailer
 Policy Period • See Declarations
 Coverages
 Amounts of Insurance

	Beginning on page		Beginning on page
IF YOU HAVE AN ACCIDENT OR LOSS	2	PART II – CAR DAMAGE COVERAGES	5
AGREEMENT	2	Insuring Agreement	
DEFINITIONS	2	Additional Definitions	
PART I – LIABILITY COVERAGE	3	Additional Payments	
Insuring Agreement		Exclusions	
Additional Definitions		Limits of Liability	
Additional Payments		Additional Conditions	
Exclusions		GENERAL CONDITIONS	7
Limits of Liability			
Additional Conditions			

NO MEXICO COVERAGE**READ THIS WARNING CAREFULLY**

Car accidents in Mexico are subject only to Mexican law. The Republic of Mexico considers a car accident to be both a criminal offense and a civil matter. Car insurance should be secured from a Mexican insurance company to avoid the risk of being jailed and possibly having your insured car impounded.

NO COVERAGE IS PROVIDED UNDER THIS POLICY FOR MEXICO

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IF YOU HAVE AN AUTO ACCIDENT OR LOSS

If we are prejudiced by a failure to comply with the following duties, then we have no duty to provide coverage under this policy.

A. Notify Us

Tell us promptly. Give time, place, and details. Include names and addresses of injured persons and witnesses.

B. Other Duties

1. Each person claiming any coverage of this policy must also:

- a. cooperate with us and assist us in any matter concerning a claim or suit
- b. promptly send us any legal papers received relating to any claim or suit.
- c. have a medical exam at our expense as often as we may reasonably ask. We will select the doctor.
- d. authorize us to obtain medical, employment, vehicle and other records and documents we request, as often as we reasonably ask, and permit us to make copies.
- e. give us a signed, sworn proof of loss within 60 days after we request it. That proof of loss must be accurate and contain each of the following items:
 - (1) the date, time, location and cause of loss;
 - (2) the interest in the property, including liens and other interests;
 - (3) the actual cash value and amount of loss of the property damaged, destroyed or stolen;
 - (4) other insurance that may cover the loss;

(5) changes in title, use or possession of the property during the policy period; and

(6) detailed estimates for repair of the damage.

f. give us written and recorded statements, including those recorded over the telephone, and answer questions under oath when asked by any person we name, as often as we reasonably ask, and sign copies of the answers.

g. cooperate with us and, when asked, assist in:

- (1) making settlements;
- (2) securing and giving evidence; and
- (3) getting witnesses to attend hearings and trials.

h. attend hearings and trials.

i. not, except at their own expense, voluntarily:

- (1) make any payment or assume any obligation to others; or
- (2) incur any expense, other than first aid to others.

j. not voluntarily make any agreement that would be binding on us.

2. Each person claiming Car Damage coverages must also:

- a. take reasonable steps after loss to protect the vehicle and its equipment from further loss. We will pay fair expenses for such steps.
- b. promptly report the theft of the vehicle to the police.
- c. let us inspect and appraise the damaged vehicle before its repair or disposal.

AGREEMENT

We agree with you, in return for your premium payment, to insure you subject to all the terms of this policy. We will insure you for the coverages and the limits of liability as shown in the Declarations of this policy.

DEFINITIONS USED THROUGHOUT THIS POLICY

Words in bold type have these defined meanings.

A. **Auto business** means the business of selling, leasing, repairing, servicing, transporting, delivering, testing, road testing, customizing, storing, or parking vehicles.

B. **Bodily injury** means bodily harm, sickness, disease or death of any person. It does not include:

1. any communicable disease, bacteria, fungi, parasite, virus or other organism which are transmitted by any insured to any other person;
2. the exposure to communicable disease, bacteria, fungi, parasite, virus or other organism; or

3. emotional or mental distress, mental anguish, mental injury, or any similar injury unless it arises out of actual bodily harm to a person.

C. **Car** means your insured car and a private passenger car.

D. **Nonowned car** means any car or trailer you do not own while you or a relative are in charge of it. It does not include any car or trailer:

1. furnished or available for the regular use by you or any resident of your household; or
2. if used without the permission of the owner.

E. **Occupying** means in, on, getting into or out of, and in physical contact with.

F. **Private passenger car** means a four wheel car of the private passenger, pickup or van type and designed to carry persons and their luggage.

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- G. **Property damage** means damage to or destruction of tangible property. This includes loss of its use.
- H. **Relative** means a person living in your household, related to you by blood, marriage or adoption. This includes a ward or foster child. It excludes any person who, or whose spouse, owns a motor vehicle other than an off-road motor vehicle.
- I. **State** means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.
- J. **Trailer** means a vehicle designed to be towed by a car. It does not mean:
1. a farm wagon used to carry persons.
 2. a trailer or mechanical device towed by a car and used in a business or occupation other than farming or ranching.
 3. a trailer or car top carrier designed to be attached to the roof of a car.
 4. another car towed by your insured car.
- K. **We, us and our** means the company shown in the Declarations which provides this insurance.
- L. **You and your** mean the policyholder shown in the Declarations and spouse, if living in the same household.
- M. **Your insured car means:**
1. any vehicle shown in the Declarations.
 2. any trailer:
 - a. that you own; or
 - b. while attached to your insured car.
 3. any nonowned car.
 4. any car or trailer that you do not own while used as a temporary substitute for any other

vehicle described in this definition which is out of normal use because of its:

- a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.
5. any of the following types of vehicles on the date you become the owner:
- a. a private passenger car;
 - b. a motor home not used for business purposes; or
 - c. a pickup, van, sedan delivery or panel truck type that:
 - (1) has a Gross Vehicle Weight Rating of 10,000 pounds or less; and
 - (2) is not used for the delivery or transportation of goods and materials unless such use is for farming or ranching.

This provision (M.5.) applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure it within 30 days after you become the owner; and
- c. you pay us any additional premium.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days if you wish to add or continue Car Damages Coverages.

If the vehicle you acquire is in addition to any shown in the Declarations and we insure all of your other cars, it will have the broadest coverage we now provide for any vehicle we insure. If we and you both agree to continue coverage, it will be under a new policy specifically insuring this vehicle.

PART I - LIABILITY COVERAGE

A. INSURING AGREEMENT

You have this coverage if Bodily Injury Liability and Property Damage Liability coverage is shown in the Declarations.

We will pay compensatory damages an insured person is legally liable for because of bodily injury or property damage as a result of an auto accident due to the ownership, maintenance or use of a car or trailer.

We will defend any suit or settle any claim for damages payable under this policy as we think proper.

However, we will not defend any suit after our limit of liability has been offered or paid.

B. ADDITIONAL DEFINITIONS

1. **Insured person or insured persons** means:
 - a. you or a relative.
 - b. any person using your insured car.

- c. any other person or organization, but only for legal liability for acts or omissions of:

- (1) any person covered under this Part while using your insured car.
- (2) you or any relative covered under this Part while using any car or trailer other than your insured car. This other car or trailer must not be owned or hired by that person or organization.

Insured person does not mean:

- d. any person, other than a relative, using your insured car without your permission.
- e. any person, other than a relative, using your insured car with your permission, but who exceeds the scope of that permission.

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- f. any person using a vehicle without the permission of the person having lawful possession.
 - g. any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.
 - h. the United States of America or its agencies.
 - i. any person for **bodily injury or property damage** due to that person's operation of a vehicle as an employee of the United States government when the provisions of the Federal Tort Claims Act apply.
- C. ADDITIONAL PAYMENTS**
We will pay, in addition to our limit of liability:
- 1. all costs we incur in the settlement of any claim or defense of any suit.
 - 2. prejudgment interest on damages awarded in any suit we are obligated to pay. We will not pay any such interest that accrues after such time that we make an offer to pay our limit.
 - 3. interest accruing on our share of the amount of any judgment between the time the judgment is entered and the time we pay, tender or deposit in court that part of the judgment that does not exceed our limit of liability.
 - 4. premiums on bonds requested by us in any suit we defend. But we will not pay the premium for bonds over our limit of liability. We need not apply for or furnish any bond.
 - 5. charges up to \$250 for a bail bond required due to an auto accident, including related traffic law violations, causing **bodily injury or property damage** covered by this Part. We have no obligation to apply for or furnish such a bond.
 - 6. loss of wages or salary up to \$250 a day, but not other income, when we ask you to attend trials or hearings.
 - 7. expenses incurred by an insured person for first aid to others at the time of an auto accident involving your insured car.
 - 8. any other reasonable expenses incurred at our request.
- D. EXCLUSIONS**
We will not pay for:
- 1. **bodily injury or property damage** arising out of the use of a vehicle to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
 - 2. **bodily injury or property damage** which was caused intentionally by any person, even if the actual injury or damage is different than that which was expected or intended.
 - 3. **bodily injury or property damage** when a person is covered under nuclear energy liability insurance. This exclusion applies even if that insurance is exhausted.
- 4. **bodily injury** to an employee of an insured person arising in the course of employment. But a domestic employee is covered unless benefits are payable or are required to be provided for the domestic employee under a workers' compensation or disability benefits law or any similar law.
 - 5. **bodily injury or property damage** arising out of auto business operations. But this exclusion does not apply to the ownership, maintenance or use of your insured car in auto business operations by you, a relative, any partner or employee of you or a relative.
 - 6. damage to property owned by, or in the charge of, an insured person.
 - 7. damage to property rented to an insured person except a residence or private garage.
 - 8. **bodily injury or property damage** arising out of the ownership, maintenance or use of any:
 - a. motorized vehicle with less than four wheels;
 - b. recreational all terrain vehicle regardless of the number of wheels; or
 - c. vehicle designed for use off public roads.
 - 9. **bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle, other than your insured car, which is owned by or furnished or available for regular use by you or a relative.
 - 10. **bodily injury** to:
 - a. any person injured while operating your insured car;
 - b. you or a relative; or
 - c. any person related to and residing in the household of the operator.
 - 11. **bodily injury or property damage** occurring while your insured car is rented or leased to others.
 - 12. **bodily injury or property damage** occurring in or resulting from any organized or agreed-upon racing or speed contest or demonstration in which your insured car has active participation, or in practice or preparation for any such contest.
 - 13. punitive or exemplary damages, fines or penalties, or court order restitution as a result of civil actions.
- E. LIMITS OF LIABILITY**
- 1. The limits of liability shown in the Declarations apply, subject to the following:
 - a. the **bodily injury liability limit** for "each person" is the maximum for **bodily injury** sustained by one person in any one occurrence.
 - b. subject to the **bodily injury liability limit** for "each person", the **bodily injury liability limit** for "each occurrence" is the maximum for **bodily injury** sustained by two or more persons in any one occurrence.

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- a. the property damage liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.
 - 2. The limits of liability are the most we will pay regardless of the number of:
 - a. insured persons;
 - b. claims made;
 - c. vehicles or premiums shown on the Declarations; or
 - d. vehicles involved in the loss.
 - 3. A car and attached trailer are considered as one car.
 - 4. No one will be entitled to duplicate payments for the same elements of loss. Any amount we pay under this Part to or for an injured person will be reduced by any payment made to that person under any Part of this policy. In no event shall a coverage limit be reduced below any amount required by law.
- F. ADDITIONAL CONDITIONS
- 1. Out Of State Coverage.
This policy conforms to any motor vehicle insurance law to which an insured person is subject by using a car in any state. But, any broader coverage so afforded shall be reduced to the extent that other auto liability insurance applies. In no event shall a person collect more than once for the same element of loss.

PART II - CAR DAMAGE COVERAGES

- A. INSURING AGREEMENT
We will pay for loss of or damage to your insured car and its equipment, less the deductible, if the coverage is shown in the Declarations for:
 - 1. Comprehensive Coverage.
Under this coverage, we will pay for loss not caused by collision. We also pay for loss caused by breakage of glass, fire, explosion, and colliding with a bird, animal, missile or falling object.
If you have a Comprehensive deductible and your windshield is repaired instead of replaced, the deductible, if any, will be waived. If the repair fails, your windshield will be replaced, however, the Comprehensive deductible, if any, will be applied.
 - 2. Collision Coverage.
Under this coverage, we will pay for loss due to the collision of your insured car with another object or upset of your insured car. If breakage of glass results from a collision, you may have us treat it as a loss caused by collision. The first \$100 of your deductible shall not apply to loss caused by a collision of your insured car with another vehicle insured by us. But the entire deductible applies if the other vehicle is owned by, or in the charge of, you or a member of your household.
- B. ADDITIONAL DEFINITIONS
As used in this Part only:
 - 1. Loss means direct and accidental loss of or damage to your insured car and its equipment. Loss does not mean any difference in the market value of your insured car immediately prior to the loss and the market value of your insured car after repairs from the loss are completed.
- C. ADDITIONAL COVERAGES
 - 1. Transportation Expenses.
 - a. We will pay up to \$20 per day, but no more than \$600, for the cost of transportation you incur if your insured car is stolen and we provide Comprehensive coverage.
 - b. This coverage:
 - (1) begins 48 hours after the theft is reported to us and the police; and
 - (2) ends when you get your insured car back after being repaired, if necessary, or when we pay or offer to pay for the loss.
 - 2. The following additional coverages apply only if you have Comprehensive or Collision Coverage in effect under this policy and the loss is covered by Comprehensive or Collision.
 - a. Electronic Media.
We will pay up to \$200 in any one loss to tapes, discs and other electronic media

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used with equipment permanently installed in your insured car.

b. **Portable Electronic Equipment.**

We will pay up to \$300 in any one loss to portable electronic equipment including cellular phones, global positioning systems (GPS), satellite radio, portable compact disc (CD) players, or digital video disc (DVD) players.

c. **Clothing and Luggage.**

We will pay up to \$200 in any one loss of clothing and personal luggage, including its contents, belonging to you or a relative while it is in or on your insured car. This additional coverage does not apply if the insured car is a travel-trailer.

D. EXCLUSIONS

We will not pay for:

1. loss to your insured car while used to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
2. loss caused by war (declared or undeclared), civil war, insurrection, rebellion or revolution, or by nuclear reaction, radiation, or radioactive contamination, or their consequences.
3. loss to sound recording or reproducing tapes, discs or other similar electronic media except as provided in C.2.a., ADDITIONAL COVERAGES above.
4. loss to any electronic equipment, including its accessories, that reproduces, receives or transmits audio, visual or data signals. This includes, but is not limited to:
 - a. radios and stereos;
 - b. tape decks;
 - c. compact disc systems;
 - d. navigation systems;
 - e. internet access systems;
 - f. personal computers;
 - g. video entertainment systems;
 - h. telephones;
 - i. televisions;
 - j. two-way mobile radios;
 - k. "ham" radios;
 - l. scanning monitor receivers; or
 - m. citizens band radios.

This exclusion does not apply to electronic equipment which is permanently installed in an opening of your insured car normally used by the motor vehicle manufacturer.

5. loss to the following equipment unless it is provided by the motor vehicle manufacturer:
 - a. special or custom paint finishes.
 - b. any ornamental or protective accessories which may include shields, bras, engine accessories, racing slicks, oversized or special tires, special wheels, or special wheel covers.
 - c. any equipment which changes the use or appearance of the interior of your insured car, which may include swivel

chairs, appliances, furniture, special carpeting, bars, or paneling.

- d. any equipment which mechanically or structurally changes your insured car, or results in an increase in performance or change in appearance.

6. **loss to a van for:**

- a. any furnishings, carpeting, and other household equipment built into the van;
- b. any height-extending roof mounted on the van; or
- c. any customized painting and decorating applied to the van.

7. **loss to a camper body or trailer owned by you or a relative and not described in the Declarations. But coverage does apply to a camper body or trailer ownership of which you acquire during the policy period if you ask us to insure it within 30 days after you acquire it.**

8. **loss to any equipment or accessories of a motor home, pick-up camper body, or camper trailer unless permanently attached to the vehicle.**

9. **loss resulting from wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the loss results from the total theft of your insured car.**

10. **a vehicle not owned by you when used in auto business operations.**

11. **loss during any organized or agreed-upon racing or speed contest or demonstration in which your insured car has active participation, or in practice or preparation for any such contest.**

12. **loss to your insured car while it is rented or leased to others.**

13. **loss due to the seizure of any vehicle by any governmental authority.**

14. **loss to any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.**

15. **loss due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.**

E. LIMITS OF LIABILITY

1. Our limit of liability for loss shall not exceed the least of:
 - a. the actual cash value of the stolen or damaged property; or
 - b. the amount necessary to repair or replace the property. The amount necessary to repair or replace the property does not include any difference in the market value of your insured car immediately prior to the loss and the market value of your insured car after repairs from the loss are completed.

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2. The amount necessary to repair or replace the property is determined by one of the following:
 - a. the amount necessary to repair or replace agreed upon by you and us;
 - b. a competitive bid approved by us; or
 - c. an estimate based upon prevailing competitive prices. Prevailing competitive prices are the prices charged by a statistically significant number of repair facilities in the area where your insured car is to be repaired, as determined by us. Upon your request, we will identify facilities that will perform the repairs for the prevailing competitive price.
 3. If the amount necessary to repair or replace the property is in excess of its actual cash value, we may, if you agree, pay the decrease in the value of the damaged property caused by the loss.
 4. There is a \$1,000 limit for a trailer not owned by you or a relative.
 5. An adjustment for depreciation and physical condition will be made in determining actual cash value, except as provided in paragraph C.2., ADDITIONAL COVERAGES above.
 6. If a repair or replacement results in betterment of the part, we will not pay for the amount of the betterment.
 7. Any amount paid or payable for damage to your insured car under the Liability coverage of any policy issued by us shall be deducted from any amounts payable under this Part.
- F. PAYMENT OF LOSS
1. We may pay the loss in money or repair or replace damaged or stolen property. We may, at any time before the loss is paid or the property is replaced, return any stolen property either to you or to the address shown in the Declarations, with payment for the resulting damage. We may keep all or

part of the property at the agreed or appraised value.

2. You or we may demand appraisal of the loss. Each will appoint and pay a competent and impartial appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by any two appraisers will determine the amount payable.

G. ADDITIONAL CONDITIONS

1. No Benefit To Bailee.
A carrier or other bailee for hire liable for loss to your insured car is excluded from coverage.
2. Other Insurance.
If there is other similar insurance for a loss covered by this Part, we will pay our share according to this policy's proportion of the total limits of all similar insurance. But, any insurance afforded under this Part for a vehicle you do not own is excess over any other similar insurance.
3. Loss Payable Clause.
 - a. Loss or damage shall be paid to you and the lienholder shown in the Declarations. The insurance covering the interest of the lienholder shall apply unless invalidated by you or your relatives fraudulent acts or omissions. We have the right, however, to cancel this policy as shown in the Cancellation and Nonrenewal Endorsement. Cancellation shall terminate this agreement with respect to the lienholder's interest. When we cancel, we will give the lienholder at least 10 days notice.
 - b. When we pay the lienholder, we are entitled to the extent of the payment, to the lienholder's rights of recovery.

GENERAL CONDITIONS

Unless otherwise noted, the following conditions apply to all coverages of this policy.

1. Assignment
Interest in this policy may be assigned only with our written consent. But, if the named insured shown in the Declarations or the spouse living in the same household dies, the policy will cover:
 - a. the survivor;
 - b. the legal representative of the deceased person while acting within the scope of duties of a legal representative; and
 - c. any person with proper custody of your insured car until a legal representative is appointed.
2. Bankruptcy
Bankruptcy or insolvency of an insured has no effect on our policy obligations.

3. Cancellation or Nonrenewal.
(see separate endorsement)

4. Changes
This policy includes all the agreements between you and us relating to this insurance. No change or waiver may be made in this policy except by endorsement, new Declarations or new policy issued by us.

Any facts known by our agent are facts known by us.

The premium for each term of this policy is determined by information we received from you or other sources at the inception of that policy term. If there is any change to the information used to develop the policy premium, we may adjust your premium on a pro rata basis. If a

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premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

The factors that affect your premium include, but are not limited to:

- a. the rates in effect;
- b. the coverages, deductibles, or limits selected;
- c. the type of vehicle you insure with us;
- d. the territory where your insured car is used;
- e. how your insured car is used;
- f. drivers of your insured car and non-drivers who are members of your household;
- g. discounts or other premium credits; or
- h. accidents and/or violation history and charges.

When we broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in your state. This does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of a subsequent edition of your policy or an amendatory endorsement.

5. Concealment Or Fraud

With respect to all insureds, this entire policy is void if, before or after a loss, any insured has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements; relating to this insurance.

6. Cooperation

Any person claiming any coverage under this policy must cooperate with us in the investigation, settlement and defense of any claim or lawsuit.

7. Our Recovery Rights

If we pay under this policy, we are entitled to all the rights of recovery of the person to or for whom payment was made. That person must sign and deliver to us any legal papers relating to that recovery, do whatever else is necessary to help us exercise those rights and do nothing after loss to harm our rights.

When we make a payment under this policy to or for a person who also collects from another, the

amount collected from the other shall be repaid to us to the extent of our payment.

8. Policy Period

Each policy period will begin and end at 12:01 A.M., standard time at your address as shown in the Declarations. The premiums shown in the Declarations is for the first policy period. We will compute the premium for each policy period based on our manuals.

This policy may be continued for successive policy periods by the payment of the required premium on or before the effective date of each policy period. If the premium is not paid when due, this policy will terminate at the end of the last policy period for which the premium was paid.

9. Suit Against Us

We may not be sued unless all the terms of this policy are complied with. We may not be sued under the liability coverage until the obligation of a person we insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and us. We may not be sued under the Uninsured Motorist coverage on any claim that is barred by the tort statute of limitations. No person or organization has any right under this policy to bring us into any action to determine the liability of a person we insure.

10. Terms Of Policy Conform To Statute

Terms of this policy which are in conflict with the statutes of the state in which this policy is issued are changed to conform to those statutes.

11. Territory

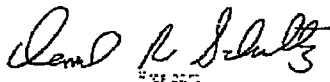
This policy covers only auto accidents, occurrences, and losses which occur:

- a. within the United States of America, its territories or possessions, or Canada, or between their ports; and
- b. during the policy period.

12. Two Or More Cars Insured By Us

If two or more auto insurance policies issued to you by us or any other member company of the American Family Insurance Group of companies, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

This policy is signed at Madison, Wisconsin, on our behalf by our President and Secretary. If it is required by law, it is countersigned on the Declarations by our authorized representative.




This is not a complete and valid contract without an accompanying DECLARATIONS PAGE.

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AUTO RENTAL REIMBURSEMENT COVERAGE

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

You have this coverage if Auto Rental Reimbursement Coverage is shown in the Declarations.

The following Additional Coverage is added to CAR DAMAGES COVERAGES:

1. Auto Rental Reimbursement Coverage
 - a. We will pay **your** expenses for the rental of a car from a car rental agency or garage because of loss to **your insured car**. This coverage only applies if:
 - (1) **your insured car** is withdrawn from use for more than 24 hours; and
 - (2) the loss is covered by Comprehensive or Collision.
 - b. We will only pay those expenses:
 - (1) **you** incur during the policy period; and
 - (2) ending after a reasonable time required to repair or replace **your insured car**.
 - c. Our payment is limited to the least of:
 - (1) necessary and actual expenses.
 - (2) the daily amount, subject to the maximum amount, as stated in the Declarations.
 - d. If the loss results from the total theft of **your insured car**, we will pay only that amount of **your** expenses which is not already provided under the Transportation Expense Additional Coverage.

All other terms, agreements, conditions, and provisions remain unchanged.

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NEVADA CHANGES

This endorsement modifies insurance provided under the following:

FAMILY CAR POLICY

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

I. DEFINITIONS is changed as follows:

A. The following definition is added:

1. **American Family Insurance Group of companies** means one or more of the following:
 - a. American Family Mutual Insurance Company;
 - b. American Standard Insurance Company of Wisconsin;
 - c. American Family Insurance Company;
 - d. American Standard Insurance Company of Ohio;
 - e. any affiliates.

B. The definition of relative is deleted and replaced with:

Relative means a person living in your household, related to you by blood, marriage, domestic partnership or adoption. It excludes a person who, or whose spouse or domestic partner, owns a vehicle other than an off-road motor vehicle.

C. The definition of you and your is deleted and replaced with:

You and your means the policyholder shown in the Declarations and, if living in the same household, a spouse or domestic partner in a domestic partnership that is valid under Nevada law.

II. LIABILITY COVERAGE is changed as follows:

A. INSURING AGREEMENT is replaced with:

You have this coverage if Bodily Injury Liability and Property Damage Liability coverage is shown in the Declarations.

We will pay compensatory damages an insured person is legally liable for because of bodily injury or property damage as a result of an auto accident:

- a. due to the ownership, maintenance or use of a car or trailer; or
- b. while operating a motor home you do not own and not used for business purposes.

We will defend any suit or settle any claim for damages payable under this policy as we think proper.

However, we will not defend any suit after our limit of liability has been exhausted by payment of judgments or settlements.

B. Paragraph D.10 EXCLUSIONS is deleted.

C. Paragraph E. 2. LIMITS OF LIABILITY is deleted and replaced with the following:

2. THE LIMITS OF LIABILITY ARE THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:
 - a. INSURED PERSONS;
 - b. CLAIMS MADE;
 - c. VEHICLES OR PREMIUMS SHOWN ON THE DECLARATIONS;
 - d. VEHICLES INVOLVED IN THE LOSS;
 OR
 POLICIES ISSUED TO YOU OR A RELATIVE BY US OR ANY OTHER MEMBER COMPANY OF THE AMERICAN FAMILY INSURANCE GROUP OF COMPANIES.

COVERAGES ON MORE THAN ONE VEHICLE INSURED WITH US OR ANY OTHER MEMBER COMPANY OF THE AMERICAN FAMILY INSURANCE GROUP OF COMPANIES CANNOT BE ADDED, COMBINED OR STACKED TOGETHER.

D. Paragraph F.2. ADDITIONAL CONDITIONS is deleted and replaced with the following:

2. Other Insurance.

a. Other Policies Issued By Us

If two or more auto liability insurance policies issued to you by us or any other member company of the American Family Insurance Group of companies apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

b. Other Liability Coverage From Other Sources

If there is other auto liability coverage for a loss covered by this Part, we will pay our share according to this policy's proportion of the total of all liability limits. But any insurance provided under this Part for a vehicle you do not own is excess over any other collectible auto liability insurance.

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III. CAR DAMAGE COVERAGES is changed as follows:

A. The following is added to Paragraph C. ADDITIONAL COVERAGES:

3. Custom Vehicle Coverage

We will pay up to \$1,000 for custom vehicle equipment in or on your Insured car that was not furnished or supplied by the motor vehicle manufacturer. This amount is excess over any limit shown in the Declarations for Additional Customized Vehicle Coverage.

B. Paragraph D.5. EXCLUSIONS, is deleted and replaced with the following:

5. loss to the following equipment unless it is furnished or supplied by the motor vehicle manufacturer:

- a. special or custom paint finishes;
- b. any ornamental or protective accessories which may include shields, bras, engine accessories, racing slicks, oversized or special tires, special wheels, or special wheel covers;
- c. any equipment which changes the use or appearance of the interior of your insured car, which may include swivel chairs, appliances, furniture, special carpeting, bars, or paneling; or
- d. any equipment which mechanically or structurally changes your insured car, or results in an increase in performance or change in appearance except as provided in C.3., ADDITIONAL COVERAGES above.

This exclusion does not apply to a cap, cover or bedliner in or on your insured car which is a pickup.

C. Paragraph D.6. EXCLUSIONS, is deleted and replaced with the following:

6. loss to a van for:

- a. any furnishings, carpeting, and other household equipment built into the van;
- b. any height-extending roof mounted on the van; or
- c. any customized painting and decorating applied to the van except as provided in C.3., ADDITIONAL COVERAGES above.

IV. GENERAL CONDITIONS is changed as follows:

A. Paragraph 1. Assignment, is deleted and replaced with the following:

1. Assignment

Interest in this policy may be assigned only with our written consent. But, if you die, the policy will cover:

- a. the survivor;
- b. the legal representative of the deceased person while acting within the scope of duties of a legal representative; and
- c. any person with proper custody of your insured car until a legal representative is appointed.

B. Paragraph 9. Suit Against Us, is deleted and replaced with the following:

9. Suit Against Us

We may not be sued unless all the terms of this policy are complied with. We may not be sued under the liability coverage until the obligation of a person we insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and us. Under the Uninsured Motorist and Underinsured Motorist coverages, any suit against us will be barred unless commenced within six years after the date of denial. No person or organization has any right under this policy to bring us into any action to determine the liability of a person we insure.

C. Paragraph 12. Two Or More Cars Insured By Us, is deleted and replaced with the following:

12. TWO OR MORE CARS INSURED BY US
IF TWO OR MORE AUTO INSURANCE POLICIES ISSUED TO YOU BY US OR ANY OTHER MEMBER COMPANY OF THE AMERICAN FAMILY INSURANCE GROUP OF COMPANIES APPLY TO THE SAME AUTO ACCIDENT, THE TOTAL LIMITS OF LIABILITY UNDER ALL SUCH POLICIES SHALL NOT EXCEED THE HIGHEST LIMIT OF LIABILITY UNDER ANY ONE POLICY.

All other terms, agreements, conditions, and provisions remain unchanged.

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**SPECIAL PROVISIONS FOR AMERICAN FAMILY MUTUAL
INSURANCE COMPANY POLICYHOLDERS**

1. MEMBERSHIP, VOTING AND PARTICIPATION

While this policy is in force, you are a member of the American Family Mutual Insurance Company of Madison, Wisconsin, and are entitled to one vote either in person or by proxy at its meetings. If any dividends are distributed, you will share in them according to law and under conditions set by the Board of Directors.

2. ANNUAL MEETINGS

The Annual Meetings are held at its Home Office in Madison, Wisconsin on the first Tuesday of March at 2:00 P.M., Central Standard Time. Printed notice in this policy shall be sufficient as to notification.

3. POLICY NON-ASSESSABLE

This policy is non-assessable. You are not subject to any assessment beyond the premiums we require for each policy period.

All other terms, agreements, conditions, and provisions remain unchanged.

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CANCELLATION AND NONRENEWAL ENDORSEMENT – NEVADA

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

A. ADDITIONAL DEFINITIONS:

1. **Your insured car means your insured cycle** if this endorsement is attached to a cycle policy issued by us.

B. The following is added to GENERAL CONDITIONS**3. Cancellation and Nonrenewal****a. Cancellation Of Policies In Effect For Less Than 70 Days**

- (1) The named insured shown in the Declarations may cancel this policy by returning it to us or by advising us of the current or future date the cancellation is to be effective.
- (2) If this policy has been in effect for less than 70 days we may cancel for any reason unless prohibited by law by mailing notice of cancellation to the named insured shown in the Declarations at the address shown in the policy not less than 10 days prior to the effective date of the cancellation.

b. Cancellation Of Policies In Effect For 70 Days Or More

- (1) If **your** policy has been in effect for 70 days or more or is a renewal or continuation policy, we will cancel only for:
 - (a) non-payment of premium;
 - (b) suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your** insured car. The driver's license must be under suspension or revocation during the policy period or the 180 days before the period began;
 - (c) conviction of **you** or any member of **your** household of a crime arising out of acts increasing the hazard insured against;
 - (d) fraud or material misrepresentation in obtaining the policy or in presenting a claim under the policy;
 - (e) a material change in the nature or extent of the risk that substantially and materially increase the risk of loss beyond that contemplated at the time the policy was issued or last renewed; or
 - (f) discovery of:
 - (i) an act or omission; or
 - (ii) a violation of any condition of the policy, which occurred after the first effective date of the current policy and substantially and materially increases the hazard insured against.
- (2) If the policy has been in effect for 70 days or more we may cancel by mailing notice of the cancellation to the named insured shown in the Declarations by certified mail at the address shown in the policy:
 - (a) Not less than 10 days prior to the effective date of cancellation for non-payment of premium; or
 - (b) Not less than 30 days prior to the effective date of cancellation for any other circumstances.

c. Nonrenewal

- (1) This policy will automatically terminate at the end of the policy period if **you** or **your** representative do not accept **our** offer to renew it. **Your** failure to pay the required renewal premium when due means that **you** have declined **our** offer.
- (2) If we decide not to renew this policy, we will mail to the named insured shown in the Declarations at the address shown in the policy notice of nonrenewal by certified mail or United States post office certificate of mailing not less than days 30 before the end of the policy period.

d. Other Cancellation and Nonrenewal Provisions

- (1) Proof of mailing any notice shall be sufficient proof of notice.
- (2) Coverage under this policy will terminate on the effective date and hour stated on the notice of cancellation or nonrenewal.
- (3) If this policy is cancelled, **you** may be entitled to a premium refund. **Your** return premium, if any, will be calculated on a pro rata basis and will be sent to the named insured shown in the Declarations as soon as possible. The making or offering to make a refund is not a condition of cancellation.

All other terms, agreements, conditions, and provisions remain unchanged

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AUTOMOBILE ACCIDENTAL DEATH AND SPECIFIC DISMEMBERMENT BENEFITS COVERAGE

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

This coverage is provided if Accidental Death And Specific Dismemberment Benefits Coverage is shown in the Declarations.

A. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. **Commercial vehicle** means a vehicle of the truck type including a tractor, van, sedan delivery, panel or pickup truck, except:
 - a. farmers' trucks.
 - b. artisans' trucks of 1 ton or less rated load capacity.
2. **Insured person or insured persons** means you or any relative while occupying, or when struck by, a land motor vehicle or trailer. But, you or a relative are not an insured person if occupying a land motor vehicle or trailer without the permission of the person having lawful possession.
3. **Loss** means:
 - a. as to hands and feet, severance through or above wrist or ankle joints.
 - b. as to eyes, permanent loss of all sight.
 - c. as to thumb and index finger, loss of entire thumb and index finger meaning severance through or above metacarpophalangeal joints.

B. INSURING AGREEMENT

We agree with you, in return for your premium payment to provide the described benefits for each insured person. This coverage is subject to the exclusions, provisions, and terms of this endorsement and the policy and to the maximum benefits shown in the Declarations.

We will pay the largest of the following amounts for each insured person who sustains bodily injury caused by an auto accident. The bodily injury must be the direct result of the auto accident and not due to any other cause.

1. **DEATH BENEFIT:** We will pay maximum benefit shown in the Declarations, if the insured person dies within 90 days of the accident.
2. **DISMEMBERMENT AND LOSS OF SIGHT BENEFITS:** We will pay the amount shown in the following table if the insured person sustains one of these losses within 90 days of the accident.

For Loss of:	If Maximum Benefit is:		
	\$5,000	\$10,000	\$20,000
Both Hands or Both Feet or Sight of Both Eyes	5,000	10,000	20,000
One Hand and One Foot	5,000	10,000	20,000
Either Hand or Foot and Sight of One Eye	5,000	10,000	20,000
Either Hand or Foot	2,500	5,000	10,000
Sight of One Eye	1,750	3,500	7,000
Thumb and Index Finger of Either Hand	1,250	2,500	5,000

C. EXCLUSIONS

We will not pay for:

1. ~~bodily injury or death sustained while occupying, or when struck by, a motor vehicle that is not insured under this policy, if it is owned by you or any resident of your household.~~
2. ~~bodily injury or death sustained in the course of any occupation by an insured person while engaged in duties involving the:~~
 - a. ~~operation, loading or unloading of a vehicle used to carry persons or property for a charge or a commercial vehicle.~~
 - b. ~~repair or servicing of vehicles.~~
3. ~~loss caused or contributed to by disease, except pus forming infection sustained through a bodily injury to which this coverage applies.~~
4. ~~any suicide or attempted suicide, whether sane or insane.~~

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5. **bodily injury** or death caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, or radioactive contamination, or any consequences of any of these.
6. **bodily injury** or death sustained while occupying or when struck by:
 - a. a vehicle on rails or crawler treads.
 - b. a farm type tractor or equipment designed for use off public roads, while so used.
 - c. a vehicle or trailer while parked for camping or housekeeping purposes.
 - d. a vehicle in any organized or agreed-upon racing or speed contest or demonstration.
7. **bodily injury** or death sustained while your insured car is rented or leased to others.
8. **bodily injury** or death sustained while occupying a motorized vehicle with less than four wheels.

D. CONDITIONS

1. **Policy Provisions.** None of the agreements, exclusions, or conditions of the policy shall apply to this endorsement except the conditions "If You Have an Auto Accident of Loss", "Definitions Used Throughout this policy", "Policy Period, Territory", "Changes", "Suit Against Us" and "Cancellation or Nonrenewal of this Policy".
2. **Payment of Death Benefit; Autopsy.** If the insured person dies and is survived by a spouse who was a resident of the same household at the time of the auto accident, the death benefit is payable to the spouse. Otherwise, the benefit is payable to the insured persons' estate.
We have the right and opportunity to make an autopsy where allowed by law.
3. **Limits of Liability.** The limit of liability shown in the Declarations for Accidental Death And Specific Dismemberment Benefits Coverage is the most we will pay for each person injured in any one auto accident regardless of the number of:
 - a. insured persons;
 - b. claims made;
 - c. vehicles or premiums shown in the Declarations; and
 - d. vehicles involved in the loss.
4. **Other Insurance.** If two or more auto insurance policies providing Accidental Death And Specific Dismemberment Benefits Coverage are issued to you by us or any other member company of the American Family Insurance Group of companies, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability for Accidental Death And Specific Dismemberment Benefits Coverage under any one policy.

All other terms, agreements, conditions, and provisions remain unchanged.

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UNINSURED MOTORIST COVERAGE – NEVADA

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

You have this coverage if Uninsured Motorist Coverage is shown in the Declarations.

A. IF YOU HAVE AN AUTO ACCIDENT OR LOSS

The following is added:

1. Any person claiming Uninsured Motorist Coverage must promptly notify the police if a hit-and-run driver is involved.

B. ADDITIONAL DEFINITIONS

1. The following definitions are added:

a. Insured person or Insured persons means:

- (1) you or a relative.
- (2) anyone else occupying your insured car.
- (3) anyone entitled to recover damages due to bodily injury to you, a relative, or another occupant of your insured car.

But the following are not insured persons:

- (1) any person, other than a relative, using your insured car without your permission.
- (2) any person, other than a relative, using your insured car with your permission but who exceeds the scope of that permission.
- (3) any person using a vehicle without the permission of the person having lawful possession.
- (4) any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.

b. Motor vehicle means a land motor vehicle or a trailer. But, it does not mean a vehicle:

- (1) operated on rails or crawler-treads except a snowmobile while on public roads.
- (2) which is a farm type tractor or equipment designed for use mainly off public roads, while so used.
- (3) parked for camping or housekeeping purposes.

c. Uninsured motor vehicle means a motor vehicle which is:

- (1) not insured by a bodily injury liability bond or policy at the time of the accident.
- (2) insured at the time of the accident by a liability bond or policy with bodily injury liability limits below the minimum required by the financial responsibility law of the state in which your insured car is principally garaged.

- (3) a hit-and-run vehicle whose operator or owner is unknown and which causes bodily injury to an insured person. Physical contact with a hit-and-run vehicle is required.
- (4) insured by a bodily injury liability bond or policy at the time of the accident but the company:
 - (a) denies coverage; or
 - (b) is or becomes insolvent within two years of the date of the accident.

Uninsured motor vehicle, however, does not mean a vehicle:

- (1) owned by or furnished or available for the regular use of you or any resident of your household.
- (2) owned or operated by a self-insurer as considered by any financial responsibility law, motor carrier law, or similar law.
- (3) owned or operated by a governmental unit or agency.
- (4) operated on rails or crawler treads.
- (5) designed mainly for use off public roads while not on public roads.
- (6) parked for camping or housekeeping purposes.

- d. Your insured car means your Insured cycle if this endorsement is attached to a cycle policy issued by us.

C. INSURING AGREEMENT

1. We will pay compensatory damages for bodily injury which an insured person is legally entitled to recover from the owner or operator of an uninsured motor vehicle.
2. The bodily injury must:
 - a. be sustained by an Insured person;
 - b. be caused by an accident; and
 - c. arise out of the ownership, maintenance, or use of an uninsured motor vehicle.
3. If any suit is brought by you to determine liability or damages, the owner or operator of the uninsured motor vehicle must be made a defendant and you must notify us of the suit. We are not bound by any resulting judgment without our written consent.

D. EXCLUSIONS

1. We do not provide coverage for bodily injury sustained by any insured person:
 - a. while occupying, or when struck by, a motor vehicle that is not insured for this coverage under this policy, if it is owned by you or any resident of your household.
 - b. who makes or whose legal representative makes a settlement without our written consent.

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- c. while occupying your insured car when used to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
 - d. occurring in any organized or agreed-upon racing or speed contest or demonstration.
 - 2. This coverage does not apply to punitive or exemplary damages, fines or penalties, or court ordered restitution as a result of civil actions.
 - 3. This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits, or any similar law, or any disability insurance or benefits.
- E. LIMITS OF LIABILITY**
- 1. THE LIMITS OF LIABILITY FOR THIS COVERAGE AS SHOWN IN THE DECLARATIONS APPLY, SUBJECT TO THE FOLLOWING:
 - a. THE LIMIT FOR "EACH PERSON" IS THE MAXIMUM FOR BODILY INJURY SUSTAINED BY ONE INSURED PERSON IN ANY ONE ACCIDENT.
 - b. SUBJECT TO THE LIMIT FOR "EACH PERSON", THE LIMIT FOR "EACH ACCIDENT" IS THE MAXIMUM FOR BODILY INJURY SUSTAINED BY TWO OR MORE INSURED PERSONS IN ANY ONE ACCIDENT.
 - 2. THE LIMITS OF LIABILITY SHOWN IN THE DECLARATIONS FOR THIS COVERAGE ARE THE MOST THAT WE WILL PAY REGARDLESS OF THE NUMBER OF:
 - a. INSURED PERSONS;
 - b. CLAIMS MADE;
 - c. VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS;
 - d. VEHICLES INVOLVED IN THE ACCIDENT; OR
 - e. POLICIES ISSUED TO YOU OR A RELATIVE BY US OR ANY OTHER MEMBER COMPANY OF THE AMERICAN FAMILY INSURANCE GROUP OF COMPANIES.
- COVERAGES ON MORE THAN ONE VEHICLE INSURED WITH US OR ANY OTHER MEMBER COMPANY OF THE AMERICAN FAMILY INSURANCE GROUP OF COMPANIES CANNOT BE ADDED, COMBINED OR STACKED TOGETHER.
- 3. THE LIMITS OF LIABILITY OF THIS COVERAGE WILL BE REDUCED BY:
 - a. A PAYMENT MADE BY THE OWNER OR OPERATOR OF THE UNINSURED MOTOR VEHICLE OR ORGANIZATION WHICH MAY BE LEGALLY LIABLE.
 - b. A PAYMENT UNDER THE LIABILITY COVERAGE OF THIS POLICY.
 - c. A PAYMENT MADE OR AMOUNT PAYABLE BECAUSE OF THE BODILY INJURY UNDER ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS LAW OR ANY SIMILAR LAW OR ANY PRIVATE DISABILITY INSURANCE OR BENEFITS.
 - 4. NO INSURED PERSON WILL BE ENTITLED TO RECEIVE DUPLICATE PAYMENTS FOR THE SAME ELEMENTS OF LOSS. ANY AMOUNT WE PAY UNDER THIS COVERAGE TO OR FOR AN INSURED PERSON WILL BE REDUCED BY ANY PAYMENT MADE TO THAT PERSON UNDER ANY OTHER COVERAGE OF THIS POLICY.
- F. OTHER INSURANCE**
- 1. Other Insurance
 - a. Other Policies Issued By Us
IF TWO OR MORE POLICIES ARE ISSUED TO YOU OR A RELATIVE BY US OR ANY OTHER MEMBER COMPANY OF THE AMERICAN FAMILY INSURANCE GROUP OF COMPANIES APPLY TO THE SAME ACCIDENT, THE TOTAL LIMITS OF LIABILITY UNDER ALL SUCH POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE LIMIT UNDER ANY ONE POLICY.
 - b. Other Coverage From Other Sources
If there is other similar insurance on a loss covered by this endorsement, we will pay our share according to this policy's proportion of the total limits of all similar insurance. But, any insurance provided by this endorsement for an insured person while occupying a vehicle you do not own is excess over any other similar insurance.

All other terms, agreements, conditions and agreements remain unchanged.

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UNDERINSURED MOTORIST COVERAGE - NEVADA

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

You have this coverage if Underinsured Motorist Coverage is shown in the Declarations.

A. IF YOU HAVE AN AUTO ACCIDENT OR LOSS

The following is added:

1. Any person claiming Underinsured Motorist Coverage must promptly notify the police if a hit-and-run vehicle is involved.
2. A person seeking Underinsured Motorist Coverage must also promptly notify us of a tentative settlement between an insured person and the insurer of the underinsured motor vehicle and allow us a reasonable time to advance payment to that insured person in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle.

B. ADDITIONAL DEFINITIONS

1. The following definitions are added:

a. Insured person or insured persons means:

- (1) you or a relative.
- (2) anyone else occupying your insured car.
- (3) anyone entitled to recover damages due to bodily injury to you, a relative, or another occupant of your insured car.

But the following are not insured persons:

- (1) any person, other than a relative, using your insured car without your permission.
- (2) any person, other than a relative, using your insured car with your permission but who exceeds the scope of that permission.
- (3) any person using a vehicle without the permission of the person having lawful possession.
- (4) any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.

b. Motor vehicle means a land motor vehicle or a trailer. But, it does not mean a vehicle:

- (1) Operated on rails or crawler-treads except a snowmobile while on public roads.
- (2) Which is a farm type tractor or equipment designed for use mainly off public roads, while so used.

- (3) Parked for camping or housekeeping purposes.

c. Underinsured motor vehicle means a motor vehicle:

- (1) which is covered by a liability policy, bond, surety, or self-insurance, at the time of the accident which provides liability coverage less than sufficient to fully compensate for the damages the insured person is legally entitled to recover; or
- (2) whose operation is covered by the Nevada statute limiting the liability of a governmental unit or agency and the amount of damages an insured person is entitled to recover exceeds the limitation of liability imposed by Nevada law.

Underinsured motor vehicle, however, does not mean a vehicle:

- (3) insured under the Liability Coverage of this policy.
- (4) insured at the time of the accident by a liability bond or policy with bodily injury liability limits below the minimum required by the financial responsibility law of the state in which your insured car is principally garaged.
- (5) owned by or furnished or available for the regular use of you or a resident of your household.
- (6) which is insured by a bodily injury liability bond or policy at the time of the accident, but the bonding or insuring company:
 - (a) denies coverage; or
 - (b) is or becomes insolvent within two years of the date of the accident.

d. Your insured car means your insured cycle if this endorsement is attached to a cycle policy issued by us.

C. INSURING AGREEMENT

1. We will pay compensatory damages for bodily injury which an insured person is legally entitled to recover from the owner or operator of an underinsured motor vehicle.
2. The bodily injury must:
 - a. be sustained by an insured person;
 - b. be caused by an accident; and
 - c. arise out of the ownership, maintenance, or use of an underinsured motor vehicle.
3. If any suit is brought by you to determine liability or damages, the owner or operator of the underinsured motor vehicle must be made a defendant and you must notify us of the suit. We are not bound by any resulting judgment without our written consent.

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4. We will pay under this coverage only after the limits of liability under any bodily injury bonds or policies have been exhausted by payment of judgments or settlements.

D. EXCLUSIONS

1. We do not provide coverage for bodily injury sustained by any insured person:
 - a. while occupying, or when struck by, a motor vehicle that is not insured for this coverage under this policy, if it is owned by you or any resident of your household.
 - b. who makes or whose legal representative makes a settlement without our written consent.
 - c. while occupying your insured car when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
 - d. occurring in any organized or agreed-upon racing or speed contest or demonstration.
2. This coverage does not apply to punitive or exemplary damages, fines or penalties, or court ordered restitution as a result of civil actions.
3. This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits, or any similar law, or any private disability insurance or benefits.

E. LIMITS OF LIABILITY

1. THE LIMITS OF LIABILITY FOR THIS COVERAGE AS SHOWN IN THE DECLARATIONS APPLY, SUBJECT TO THE FOLLOWING:
 - a. THE LIMIT FOR "EACH PERSON" IS THE MAXIMUM FOR BODILY INJURY SUSTAINED BY ONE INSURED PERSON IN ANY ONE ACCIDENT.
 - b. SUBJECT TO THE LIMIT FOR "EACH PERSON", THE LIMIT FOR "EACH ACCIDENT" IS THE MAXIMUM FOR BODILY INJURY SUSTAINED BY TWO OR MORE INSURED PERSONS IN ANY ONE ACCIDENT.
2. THE LIMITS OF LIABILITY SHOWN IN THE DECLARATIONS FOR THIS COVERAGE ARE THE MOST THAT WE WILL PAY REGARDLESS OF THE NUMBER OF:
 - a. INSURED PERSONS;
 - b. CLAIMS MADE;
 - c. VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS;
 - d. VEHICLES INVOLVED IN THE ACCIDENT; OR
 - e. POLICIES ISSUED TO YOU OR A RELATIVE BY US OR ANY OTHER

MEMBER COMPANY OF THE AMERICAN FAMILY INSURANCE GROUP OF COMPANIES.

COVERAGES ON MORE THAN ONE VEHICLE INSURED WITH US OR ANY OTHER MEMBER COMPANY OF THE AMERICAN FAMILY INSURANCE GROUP OF COMPANIES CANNOT BE ADDED, COMBINED OR STACKED TOGETHER.

3. WE WILL NOT PAY FOR ANY ELEMENT OF LOSS IF AN INSURED PERSON IS ENTITLED TO PAYMENT BECAUSE OF BODILY INJURY UNDER ANY WORKERS' COMPENSATION OR DISABILITY BENEFITS LAW OR ANY SIMILAR LAW, OR ANY PRIVATE DISABILITY INSURANCE OR BENEFITS.
4. NO INSURED PERSON WILL BE ENTITLED TO RECEIVE DUPLICATE PAYMENTS FOR THE SAME ELEMENTS OF LOSS FOR ANY PAYMENT MADE TO THAT INSURED PERSON UNDER ANY OTHER COVERAGE OF THIS POLICY.
5. WE WILL NOT MAKE A DUPLICATE PAYMENT UNDER THIS COVERAGE FOR ANY ELEMENT OF LOSS FOR WHICH PAYMENT HAS BEEN MADE BY OR ON BEHALF OF ANY PERSON OR ORGANIZATION LEGALLY LIABLE.
6. THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT IS EXCESS OVER ANY COLLECTIBLE AUTO LIABILITY INSURANCE.

F. OTHER INSURANCE

1. Other Insurance
 - a. Other Policies Issued By Us
IF TWO OR MORE POLICIES ARE ISSUED TO YOU BY US OR ANY OTHER MEMBER COMPANY OF THE AMERICAN FAMILY INSURANCE GROUP OF COMPANIES APPLY TO THE SAME ACCIDENT, THE TOTAL LIMITS OF LIABILITY UNDER ALL SUCH POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE LIMIT UNDER ANY ONE POLICY.
 - b. Other Coverage From Other Sources
If there is other similar insurance on a loss covered by this endorsement, we will pay our share according to this policy's proportion of the total limits of all similar insurance. But, any insurance provided under this endorsement for an insured person while occupying a vehicle you do not own is excess over any other similar insurance.

All other terms, agreements, conditions and agreements remain unchanged.

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MEDICAL EXPENSE COVERAGE – NEVADA

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

You have this coverage if Medical Expense Coverage is shown in the Declarations.

A. ADDITIONAL DEFINITIONS

1. **Durable medical equipment** means medical equipment that is prescribed by a licensed medical provider and is:
 - a. able to withstand repeated use;
 - b. primarily and customarily used to serve a medical purpose;
 - c. generally not necessary to a person in the absence of illness or injury; and
 - d. appropriate for use in the home.
2. **Experimental** means any services, treatment, procedure, facility, equipment, drug, device or supply used to treat an Insured person for bodily injury that:
 - a. is not recognized under generally accepted standards of medical practice in the United States as an appropriate treatment;
 - b. has not been proven by reliable scientific evidence or testing to be safe and effective for treatment; or
 - c. requires approval by the appropriate federal or other government agency which has not been granted at the time it is used.
3. **Insured person** means:
 - a. you or a relative while occupying, or when struck by, a highway vehicle or trailer. But you or a relative are not an insured person if occupying a highway vehicle or trailer without the permission of the person having lawful possession;
 - b. any other person while occupying your insured car. This applies only if the car is being used by you, a relative, or another person who has reason to believe that they are operating the car with your permission; or
 - c. any other person while occupying a car not owned by you if the bodily injury results while it is being used by you or a relative. This applies only if you or a relative have reason to believe that they are operating the car with permission.
4. **Licensed medical provider** means a person who has a license in good standing under the laws of the state in which the person practices, and who is performing within the scope of that license.
5. **Medical expenses** are expenses for:
 - a. ambulance, hospital, surgical, use of x-ray and other diagnostic machines;
 - b. dental, eyeglasses, hearing aids and prosthetic devices;
 - c. durable medical equipment;
 - d. other equipment and supplies and drugs prescribed and recommended by the

licensed medical provider for the treatment of the bodily injury; and

- e. professional physician, nursing, physical therapy and funeral services.

Medical expenses do not include expenses:

- a. for the treatment, procedures, products or services that are:
 - (1) not designed to serve a primary medical purpose;
 - (2) not commonly recognized as appropriate treatment within the United States and throughout its medical profession;
 - (3) experimental; or
 - (4) for research.
- b. incurred for the use of:
 - (1) thermography or other related procedures of a similar type; or
 - (2) acupuncture or other related procedures of a similar type.
- c. incurred for the purchase or rental of equipment not designed primarily to serve a medical purpose.
- d. for any of the following:
 - (1) hot tubs, spas, waterbeds, or non-medical beds;
 - (2) exercise equipment, heating or vibrating devices;
 - (3) membership in health clubs;
 - (4) corrective shoes and orthotics of the feet if not directly related to the accident;
 - (5) medical reports unless requested by us; and
 - (6) vitamins, minerals, herbal supplies or other similar products if not directly related to the accident.
6. **Medically necessary** means services or supplies provided by a hospital, physician or other health care provider that are required to identify or treat bodily injury and which are:
 - a. appropriate for the symptom or diagnosis and treatment of the bodily injury;
 - b. appropriate with regard to standards of acceptable medical practice;
 - c. not solely for the convenience of the Insured person, physician, hospital or other provider; and
 - d. the most appropriate supply or level of service that can be safely provided.
7. **Usual and customary** means the fees most frequently charged by providers in the same geographical locality for a comparable service or supply.
8. **Your insured car** means your insured cycle if this endorsement is attached to a cycle policy issued by us.

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B. INSURING AGREEMENT

We will pay for usual and customary medical expenses and funeral services, less any deductible, because of bodily injury sustained to an insured person as a result of an accident. Medical expenses must be provided and prescribed by a licensed medical provider performing within their scope of practice.

We will pay only those expenses incurred for services rendered within three years from the date of the accident.

We reserve the right to determine, or to have someone on our behalf determine, whether any treatment is medically necessary, and whether any charge is usual and customary. We also reserve the right to use managed medical care approaches and treatment options where appropriate, and to determine if the proposed or incurred treatment plans are medically necessary.

C. EXCLUSIONS

We will not pay for bodily injury to any person:

1. while occupying your insured car when carrying persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
2. while occupying any vehicle while located for use as a residence or premises.
3. while occupying a motorized vehicle with less than four wheels, or a motorized recreational all terrain vehicle regardless of the number of wheels, unless this endorsement is attached to a cycle policy issued by us.
4. WHILE OCCUPYING OR WHEN STRUCK BY ANY VEHICLE, OTHER THAN YOUR INSURED CAR, WHICH IS OWNED BY OR FURNISHED OR AVAILABLE FOR REGULAR USE BY YOU OR A RELATIVE.
5. while occupying a vehicle other than a car while it is being used in the business or occupation of an insured person.
6. during the course of employment if benefits are payable or must be provided under a workers' compensation or disability benefits law or any similar law.
7. caused by war (declared or undeclared), civil war, insurrection, rebellion or revolution, or by nuclear reaction, radiation, or radioactive contamination, or their consequences.
8. during any organized or agreed-upon racing or speed contest or demonstration in which your insured car has active participation, or in practice or preparation for any such contest.
9. while your insured car is rented or leased to others.

D. LIMITS OF LIABILITY

1. THE LIMIT OF LIABILITY SHOWN IN THE DECLARATIONS FOR MEDICAL EXPENSE COVERAGE IS THE MOST WE WILL PAY FOR EACH PERSON INJURED IN ANY ONE

ACCIDENT REGARDLESS OF THE NUMBER OF:

- a. INSURED PERSONS;
- b. CLAIMS MADE;
- c. VEHICLES OR PREMIUMS SHOWN IN THE DECLARATIONS;
- d. VEHICLES INVOLVED IN THE ACCIDENT; OR
- e. POLICIES ISSUED TO YOU OR A RELATIVE BY US OR ANY OTHER MEMBER COMPANY OF THE AMERICAN FAMILY INSURANCE GROUP OF COMPANIES.

COVERAGES ON MORE THAN ONE VEHICLE INSURED WITH US OR ANY OTHER MEMBER COMPANY OF THE AMERICAN FAMILY INSURANCE GROUP OF COMPANIES CANNOT BE ADDED, COMBINED OR STACKED TOGETHER.

2. If the limit of liability shown for Medical Expense Coverage is \$2,500 or more, the most we will pay for funeral services is \$2,500 each person.
3. Any amount we pay under this coverage to or for an injured person applies against any other coverage applicable to the loss so that there is not a duplication of payment. In no event shall a coverage limit be reduced below any amount required by law.

E. ADDITIONAL CONDITIONS

1. Other Insurance.

- a. Other Policies Issued By Us

IF TWO OR MORE AUTO INSURANCE POLICIES PROVIDING MEDICAL EXPENSE COVERAGE ARE ISSUED TO YOU BY US OR ANY OTHER MEMBER COMPANY OF THE AMERICAN FAMILY INSURANCE GROUP OF COMPANIES APPLY TO THE SAME AUTO ACCIDENT, THE TOTAL LIMITS OF LIABILITY UNDER ALL SUCH POLICIES SHALL NOT EXCEED THE HIGHEST LIMIT OF LIABILITY FOR MEDICAL EXPENSE COVERAGE UNDER ANY ONE POLICY.

- b. Other Medical Expense Coverage From Other Sources

If there is other auto insurance providing Medical Expense Coverage for the same accident covered by this endorsement, we will pay our share according to this policy's proportion of the total of all liability limits. But any insurance provided under this coverage for a vehicle you do not own is excess over any other collectible Medical Expense Coverage.

- F. GENERAL CONDITIONS is changed as follows:

1. Paragraph 7. Our Recovery Rights, does not apply to Medical Expense Coverage.

All other terms, agreements, conditions, and provisions remain unchanged.

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EMERGENCY ROAD SERVICE COVERAGE

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

You have this coverage if Emergency Road Service Coverage is shown in the Declarations.

We will pay reasonable costs you incur for your insured car away from any service station or garage for:

1. mechanical labor up to one hour at the place of its breakdown.
2. towing to the nearest place where the necessary repairs can be made if it will not run.
3. towing it out if it is stuck on or immediately next to a public road.
4. delivery of gas, oil, loaned battery, or change of tire. We do not pay for the cost of these items.
5. cost of labor for locksmith services if your keys are locked inside your insured car. We do not pay for the cost to replace locks or keys.

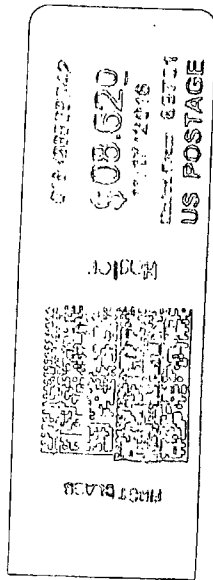
All other terms, agreements, conditions, and provisions remain unchanged.

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Nevada Division of Insurance
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Carson City, NV 89706-7986

VERIFIED MAIL



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AMERICAN FAMILY MUTUAL INSURANCE COMPANY
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